

**CERCLA SECTION 122(h)(1) SETTLEMENT AGREEMENT
FOR RECOVERY OF FUTURE RESPONSE COSTS**

IN THE MATTER OF:)	SETTLEMENT AGREEMENT
)	FOR RECOVERY OF FUTURE
)	RESPONSE COSTS
Radiation Technology Inc. Superfund Site)	
Rockaway Township, Morris County, New Jersey)	U.S. EPA Index No
)	CERCLA-02-2012-2010
)	
Alliant Techsystem Inc.,)	PROCEEDING UNDER SECTION
Settling Party)	122(h)(1) OF CERCLA
)	42 U.S.C. § 9622(h)(1)

I. JURISDICTION

1. This Settlement Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D and redelegated to the Director, Emergency and Remedial Response Division, U.S. Environmental Protection Agency, Region II, by Regional Order R-1200, dated November 23, 2004.

2. This Settlement Agreement is made and entered into by EPA and Alliant Techsystem Inc. ("Settling Party"). Settling Party consents to and will not contest the authority of the United States to enter into this Settlement Agreement or to implement or enforce its terms.

II. BACKGROUND

3. The Radiation Technology Inc. Superfund Site ("Site") comprises approximately 263-acres and is located in Rockaway Township, Morris County, New Jersey. EPA alleges that the Site is a facility as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. From approximately 1947 until 1969, Reaction Motors, Inc. and later Thiokol Chemical Corporation ("Thiokol") developed and tested rocket engines and propellants at the Site.

5. From 1971 to 1978, Radiation Technology, Inc. ("RTI") acquired the Site from Thiokol. RTI used portions of the Site for manufacturing radiation-treated wood products and irradiated food, cosmetics and medical supplies until 1997. At that time, RTI leased its irradiation facility and sold its equipment to IBA/Sterigenics, an irradiation competitor.

6. In 1981, the Rockaway Township Health Department ("RTHD") responded to RTI worker complaints of foul odors and tastes in the water at the Site and ascertained that two on-Site wells were contaminated with volatile organic compounds ("VOCs"). Also during this time, the New Jersey Department of Environmental Protection ("NJDEP") and RTHD discovered that RTI was improperly storing and disposing of chemicals at the Site. The company was ordered to conduct removal activities to address these problems.

7. On September 21, 1984, EPA placed the Site on the National Priorities List ("NPL") and designated it a State-lead site.

8. In 1993, RTI completed a Remedial Investigation and Feasibility Study ("RI/FS") which confirmed that groundwater at the Site was contaminated with hazardous substances including: acetone; 1,1,1-trichloroethane; 1,1-dichloroethane; 1,1,2-trichloroethane; trichloroethene; 1,1-dichloroethene; tetrachloroethene; carbon tetrachloride; chloroform; methylene chloride; and freon 113 (1,1,2-trichloro-1,2,2-trifluoroethane).

9. After evaluating the findings of the RI/FS, NJDEP issued a Record of Decision ("ROD") on May 9, 1994. The ROD selected an extraction and treatment system for groundwater remediation of the most contaminated portion of the aquifer, and natural attenuation of the remainder. EPA concurred in the State's selection of the ROD by letter dated March 30, 1994.

10. RTI began working on the remedial design soon after the ROD was signed in 1994. The groundwater remedy was partially designed, but work was suspended in early 1999 due to financial difficulties of RTI. In November 1999, RTI, Inc. filed for Chapter 11 bankruptcy.

11. During the 1990s, Thiokol was renamed Cordant Technologies, Inc. In 2001, Alliant Techsystems, Inc. ("ATK") acquired Cordant Technologies, Inc.

12. In January 2001, EPA took over as lead agency for the Site at NJDEP's request. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604 and may undertake additional response actions in the future. In performing response actions at the Site, EPA has incurred response costs and will incur additional response costs in the future.

13. ATK is a responsible party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). On December 6, 2002, EPA sent notice letter ATK requesting that it complete the groundwater remedial design and conduct the remedial action at the Site.

14. On May 19, 2004, EPA negotiated a Remedial Design/Remedial Action Consent Decree for Operable Unit 1 with ATK.

15. On October 4, 2004, ATK and EPA entered into an Administrative Order on Consent for Operable Unit 2 to conduct a RI/FS study for potential sources of groundwater contamination at the Site.

16. In November 2008, ATK completed an investigation of source areas and identified a drum disposal area. On September 19, 2011, EPA issued a ROD for Operable Unit 2 selecting a

remedy to address this drum disposal area at the Site. *See*, Appendix B.

17. ATK has continued to demonstrate good faith in working cooperatively with EPA to address the remaining response activities at the Site. EPA and the Settling Party recognize that this Settlement Agreement has been negotiated in good faith and that this Settlement Agreement is entered into without the admission or adjudication of any issue of fact or law.

III. PARTIES BOUND

18. This Settlement Agreement shall be binding upon EPA and upon the Settling Party and its successors and assigns. Any change in ownership or corporate or other legal status of the Settling Party, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the Settling Party's responsibilities under this Settlement Agreement. Each signatory to this Settlement Agreement certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to bind legally the party represented by him or her.

IV. DEFINITIONS

19. Unless otherwise expressly provided herein, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or in any appendix attached hereto, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

b. "Day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

c. "Effective Date" shall mean the effective date of this Settlement Agreement as provided by Section XV.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

e. "Future Response Costs" shall mean all costs incurred or paid by EPA after the effective date of this Settlement Agreement, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing plans, reports, and other deliverables submitted pursuant to the UAO, in overseeing implementation of the Work, or in otherwise overseeing Settling Party's performance of the Work to determine whether such performance is consistent with the requirements of the UAO. Future Response Costs shall also include all Interim Response Costs.

f. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

g. "Interim Response Costs" shall mean all costs, including direct and indirect costs, (a) paid by the United States in connection with the Site between July 1, 2011 and the Effective Date, or (b) incurred prior to the Effective Date but paid after that date.

h. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral or a lower case letter.

i. "Parties" shall mean EPA and Settling Party.

j. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. § 6901, *et seq.*

k. "Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.

l. "Settlement Agreement" shall mean this Settlement Agreement and any attached appendices. In the event of conflict between this Settlement Agreement and any appendix, this Settlement Agreement shall control.

m. "Settling Party" shall mean Alliant Techsystem Inc.

n. "Site" shall mean shall mean the Radiation Technology Inc. Superfund Site, encompassing approximately 263 acres, located at 108 Lake Denmark Road in Rockaway Township, Morris County, New Jersey, and includes the areal extent of contamination where hazardous substances have migrated or threaten to migrate. *See*, Map set forth in Appendix A.

o. "Unilateral Administrative Order" or "UAO" shall refer to the Unilateral Administrative Order, Index No. CERCLA-02-20120-2011 for the performance of the Work by Settling Party.

p. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

q. "Work" shall mean all activities the Settling Party is required to perform under the Administrative Order set forth in Appendix C.

V. PAYMENT OF RESPONSE COSTS

20. Payment by Settling Party of Future and Interim Response Costs.

a. Settling Party shall pay EPA all Future Response Costs, including Interim Costs, not inconsistent with the NCP. On a periodic basis, EPA will send Settling Party a bill requiring payment that includes a printout of cost data in EPA's financial management system, known as a SCORPIOS Report. Settling Party shall make all payments within thirty (30) days of receipt of each bill requiring payment, except as otherwise provided in Paragraph 22 of this Settlement Agreement.

b. Settling Party shall make all payments required by this Paragraph by remitting the amount of the payments to EPA by Electronic Funds Transfer ("EFT") to the Federal Reserve Bank of New York, accompanied by a statement providing the following information:

- (i) Amount of payment
- (ii) Title of Federal Reserve Bank Account to receive the payment: **EPA**
- (iii) Account Code for Federal Reserve Bank Account receiving the payment:
68010727
- (iv) Federal Reserve Bank ABA Routing Number: **021030004**
- (v) Name and address of Settling Party
- (vi) Docket Number CERCLA-02-2012-2010
- (viii) Site/Spill Identifier: **02-X5**
- (ix) Field Tag 4200 of the Fedwire message: D 68010727 Environmental
Protection Agency
- (x) SWIFT address: FRNYUS33
33 Liberty Street
New York, NY 10045

c. To ensure that a payment is properly recorded, a letter (or email to the Financial Management Center) should be sent at the time of payment that references the date of the EFT, the payment amount, that the payment is for Future or Interim Response Costs, the name of the Site, the Docket number, and the name and address of the party making payment to the United States, to the EPA Project Coordinator, Site Attorney and Financial Management Center, as follows:

New Jersey Remediation Branch
Emergency and Remedial Response Division
U.S. Environmental Protection Agency, Region 2
290 Broadway, 19th Floor
New York, New York 10007-1866
Attn: Radiation Technologies, Inc. Site Project Coordinator

New Jersey Superfund Branch
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 2

290 Broadway, 17th Floor
New York, New York 10007-1866
Attn: Radiation Technologies, Inc. Site Attorney

U.S. Environmental Protection Agency
Cincinnati Finance Center, MS: NWD
26 W. Martin Luther King Drive
Cincinnati, Ohio 45268
Attn: Richard Rice (Financial Management Center)
AcctsReceivable.CINWD@epa.gov.

d. The total amount to be paid by Settling Party pursuant to Subparagraph 20.a., as well as any monies received by EPA pursuant to Section XXII. (Assurance of Ability to Complete Work) of the UAO, shall be deposited in the Radiation Technologies, Inc. Superfund Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

21. If Settling Party does not pay Future Response Costs within thirty (30) days of Settling Party's receipt of a bill, Settling Party shall pay Interest on the unpaid balance of Future Response Costs. The Interest on unpaid Future Response Costs shall begin to accrue on the date of the bill and shall continue to accrue until the date of payment. If EPA receives a partial payment, Interest shall accrue on any unpaid balance. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Settling Party's failure to make timely payments under this Section, including but not limited to, payments of stipulated penalties pursuant to Section VII. Settling Party shall make all payments required by this Paragraph in the manner described in Paragraph 20.

22. Settling Party may contest payment of any Future Response Costs under Paragraph 20 if they determine that EPA has made a mathematical error, or if they believe EPA incurred excess costs as a direct result of an EPA action that was inconsistent with the NCP. Such objection shall be made in writing within thirty (30) days of receipt of the bill and must be sent in accordance with the Notice Provisions in Paragraph 56. Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. In the event of an objection, Settling Party shall within the 30 day period pay all uncontested Future Response Costs to EPA in the manner described in Paragraph 20. Simultaneously, Settling Party shall establish an interest-bearing escrow account in a federally-insured bank duly chartered in the State of New Jersey and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. Settling Party shall send to the EPA Project Coordinator a copy of the transmittal letter paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, Settling Party shall initiate the Dispute Resolution procedures in Section VI (Dispute Resolution). If EPA prevails in the dispute, within 5 days of the resolution of the dispute, Settling Party shall pay the sums due (with

accrued interest) to EPA in the manner described in Paragraph 20. If Settling Party prevails concerning any aspect of the contested costs, Settling Party shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to EPA in the manner described in Paragraph 20. Settling Party shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section VI (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding Settling Party's obligation to reimburse EPA for its Future Response Costs.

VI. DISPUTE RESOLUTION

23. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Agreement. The Parties shall attempt to resolve any disagreements concerning this Agreement expeditiously and informally.

24. If Settling Party objects to any EPA action taken pursuant to this Agreement, including billings for Future Response Costs, it shall notify EPA in writing of its objection(s) within fourteen (14) days of such action, unless the objection(s) has/have been resolved informally. EPA and Settling Party shall have thirty (30) days from EPA's receipt of Settling Party's written objection(s) to resolve the dispute (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA. Such extension may be granted verbally but must be confirmed in writing.

25. Any agreement reached by the Parties pursuant to this Section shall be in writing and shall, upon signature by the Parties, be incorporated into and become an enforceable part of this Agreement. If the Parties are unable to reach an agreement within the Negotiation Period, an EPA management official at the level of Chief of the New Jersey Remediation Branch, or higher, will issue a written decision. EPA's decision shall be incorporated into and become an enforceable part of this Agreement. Settling Party's obligations under this Agreement shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Settling Party shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs, and regardless of whether Settling Party agrees with the decision.

VII. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT

26. Interest on Late Payments. If the Settling Party fails to make any payment required by Paragraph 20 by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

27. Stipulated Penalty.

a. If any amount due to EPA under Paragraph 20 is not paid by the required date, the Settling Party shall be in violation of this Settlement Agreement and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 21, \$2,500 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within thirty (30) days of the date of demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties." The Settling Party shall remit the amount of the payment to EPA by EFT to the Federal Reserve Bank of New York, as provided in Paragraph 20.

c. At the time of each payment, the Settling Party shall also send notice that payment has been made to EPA in accordance with Section XIV (Notices and Submissions). Such notice shall identify the EPA Region and Site Spill ID Number 02-5A and the EPA Docket Number for this action.

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified the Settling Party of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

28. In addition to the Interest and Stipulated Penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of the Settling Party's failure to comply with the requirements of this Settlement Agreement, if the Settling Party fails or refuses to comply with the requirements of this Settlement Agreement it shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Settlement Agreement, the Settling Party shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

29. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Settlement Agreement. Payment of stipulated penalties shall not excuse the Settling Party from payment as required by Section V or from performance of any other requirements of this Settlement Agreement.

VIII. COVENANT NOT TO SUE BY EPA

30. Covenant Not to Sue by EPA. Except as specifically provided in Section IX (Reservations of Rights by EPA), EPA covenants not to sue or take administrative action against the Settling Party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Future Response Costs. This covenant shall take effect upon receipt by EPA of all amounts required by Section V (Payment of Response Costs) and any amounts due under Section VII (Failure to Comply with Settlement Agreement). This covenant not to sue is conditioned upon the satisfactory performance by the Settling Party of its obligations under this Settlement Agreement including, but not limited to, payment of Future Response Costs pursuant to Section V. This covenant not to sue extends only to the Settling Party and does not extend to any other person.

IX. RESERVATIONS OF RIGHTS BY EPA

31. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against the Settling Party with respect to all matters not expressly included within the Covenant Not to Sue by EPA in Paragraph 38. Notwithstanding any other provision of this Settlement Agreement, EPA reserves all rights against the Settling Party with respect to:

- a. liability for failure of the Settling Party to meet a requirement of this Settlement Agreement;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Future Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

32. Nothing in this Settlement Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a signatory to this Settlement Agreement.

X. COVENANT NOT TO SUE BY THE SETTLING PARTY

33. The Settling Party covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Future Response Costs or this Settlement Agreement, including but not limited to:

- a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claims arising out of the response actions at the Site for which the Future Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the State of New Jersey, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and
- c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Future Response Costs.

34. Nothing in this Settlement Agreement shall be deemed to constitute approval or

preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

XI. EFFECT OF SETTLEMENT/CONTRIBUTION

35. Nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. The Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

36. EPA and the Settling Party agree that the actions undertaken by the Settling Party in accordance with this Settlement Agreement do not constitute an admission of any liability by the Settling Party. The Settling Party does not admit, and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the facts or allegations contained in Section II of this Settlement Agreement.

37. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2), and 9622(h)(4) and that the Settling Party is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are Future Response Costs.

38. The Settling Party agrees that with respect to any suit or claim for contribution brought by it for matters related to this Settlement Agreement, it will notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. The Settling Party also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Settlement Agreement, it will notify EPA in writing within 10 days of service of the complaint or claim upon it. In addition, the Settling Party shall notify EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

39. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, the Settling Party shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue by EPA set forth in Section VIII.

XII. ACCESS TO INFORMATION

40. Settling Party shall provide to EPA, upon request, copies of all records, reports, or information (hereinafter referred to as "records") within its possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Settlement Agreement, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Site.

41. Confidential Business Information and Privileged Documents.

a. Settling Party may assert business confidentiality claims covering part or all of the records submitted to EPA under this Settlement Agreement to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. 2.203(b). Records determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies records when they are submitted to EPA, or if EPA has notified Settling Party that the records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2 Subpart B, the public may be given access to such records without further notice to Settling Party.

b. Settling Party may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Party asserts such a privilege in lieu of providing records, it shall provide EPA with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (*e.g.*, company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to EPA in redacted form to mask the privileged information only. Settling Party shall retain all records that it claims to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Party's favor. However, no records created or generated pursuant to the requirements of this or any other settlement with the EPA or the UAO pertaining to the Site shall be withheld on the grounds that they are privileged.

42. No claim of confidentiality shall be made with respect to any data, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XIII. RETENTION OF RECORDS

43. Until 10 years after the effective date of this Settlement Agreement, the Settling Party shall preserve and retain all records now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or to the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary.

44. After the conclusion of the 10-year document retention period in the preceding paragraph, the Settling Party shall notify EPA at least 90 days prior to the destruction of any such records and, upon request by EPA, the Settling Party shall deliver any such records to EPA. The Settling Party may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Party asserts such a privilege, it shall provide EPA with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (*e.g.*, company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to EPA in redacted form to mask the privileged information only. The Settling Party shall retain all records that it claims to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Party's favor. However, no records created or generated pursuant to the requirements of this or any other settlement with the EPA or the UAO pertaining to the Site shall be withheld on the grounds that they are privileged.

45. Settling Party hereby certifies that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or information relating to its potential liability regarding the Site since notification of potential liability by the United States or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XIV. NOTICES AND SUBMISSIONS

46. Whenever, under the terms of this Settlement Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Settlement Agreement with respect to EPA and the Settling Party.

As to EPA:

New Jersey Remediation Branch
Emergency and Remedial Response Division
U.S. Environmental Protection Agency, Region 2
290 Broadway, 19th Floor
New York, New York 10007-1866
Attn: Site Project Coordinator

New Jersey Superfund Branch
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 2

290 Broadway, 17th Floor
New York, New York 10007-1866
Attn: Site Attorney

U.S. Environmental Protection Agency
Cincinnati Finance Center, MS: NWD
26 W. Martin Luther King Drive
Cincinnati, Ohio 45268
Attn: Finance (Richard Rice)
AcctsReceivable.CINWD@epa.gov.

As to Settling Party:

Alliant Techsystems, Inc.
7480 Flying Cloud Drive
Minneapolis, MN 55344-3720

XV. INTEGRATION/APPENDICES

47. This Settlement Agreement constitutes the final, complete and exclusive Settlement Agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement: "Appendix A" is the map of the Site; "Appendix B" is the Record of Decision and "Appendix C" is the Administrative Order.

XVI. PUBLIC COMMENT

48. This Settlement Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may modify or withdraw its consent to this Settlement Agreement if comments received disclose facts or considerations which indicate that this Settlement Agreement is inappropriate, improper or inadequate.

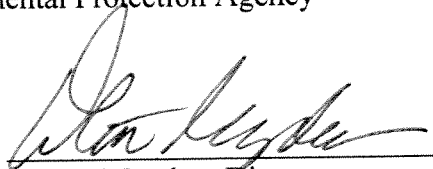
XVII. EFFECTIVE DATE

49. The effective date of this Settlement Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 48 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Settlement Agreement.

IT IS SO AGREED:

U.S. Environmental Protection Agency

By:



Walter Mugdan, Director
Emergency Remedial Response Division

June 14, 2012
[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of [insert U.S. EPA docket number], relating to the Radiation Technologies Inc., Superfund Site located in Rockaway Township, Morris County, New Jersey:

FOR SETTLING PARTY: Alliant Techsystems (ATK)
[Name]
Eden Prairie, MN
[Address]

By: [Signature] 6/12/2012
[Name] [Date]

